AMENE	MENT OF SOLICITATION	J/MODIFI	CATION OF CONTRA	CT	1. CONTE	RACT ID CODE J		PAGE 1	OF PAGES
***************************************	MENT/MODIFICATION NO.		EFFECTIVE DATE		LUSITION/E	PURCHASE REQ. NO.	1 5 00	ROJECT NO. (<u> </u>
Z. AWILIYO	02	"	01-May-2015	7. 1123		015RCH2A58	0. 11	N/.	
6. ISSUE	D BY	CODE	M67854	7. ADN	MINISTERE	D BY (If other than Item 6)	COI	DE	M67854
MARCO	RSYSCOM				MAR	CORSYSCOM			
2200 Le	ester St Bldg 2200				2200	Lester St Bldg 2200			
Quantic	o VA 22134-6050				Quan	tico VA 22134-6050			
kathleei	n.ruyle@usmc.mil 703-432-5	5333							
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8. NAME	AND ADDRESS OF CONTRACTOR	(No., street, c	ounty, State, and Zip Code)		<u> </u>	9A. AMENDMENT OF SOL	ICITAT	ION NO.	
INFO	RMATION MANAGEMENT	GROUP, I	NC.						
	Legato Road, Suite 200								
Fairf	ax VA 22033-2892					9B. DATED (SEE ITEM 1	1)		
						10A. MODIFICATION OF C	CONTRA	CT/ORDER N	Ю.
					[X]				
						N00178-12-D-690		61	
						10B. DATED (SEE ITEM	13)		
CAGE CODE	0CLW4	FACILITY C	CODE			04-Apr-2013			
	11.	THIS ITE	M ONLY APPLIES TO	AMEND	MENTS	OF SOLICITATIONS		······································	
(a) By com separate le PLACE DE amendmer and this ar	st acknowledge receipt of this amend pleting Items 8 and 15, and returning etter or telegram which includes a re- ESIGNATED FOR THE RECEIPT OF It you desire to change an offer alrea mendment, and is received prior to to PUNTING AND APPROPRIATION DA	g one (1) copy ference to the OFFERS PR ady submitted he opening ho	y of the amendment; (b) By ac e solicitation and amendment NOR TO THE HOUR AND DA I, such change may be made our and date specified.	knowledgir numbers. I TE SPECIF by telegram	ig receipt of FAILURE O IED MAY R	f this amendment on each cop F YOUR ACKNOWLEDGEME ESULT IN REJECTION OF Y	y of the ENT TO OUR OF	offer submitte BE RECEIVE FER. If by vir	D AT THE rtue of this
	13 THI	S ITEM AF	PPLIES ONLY TO MOD	DIFICATI	ONS OF	CONTRACTS/ORDEF	RS.		
			THE CONTRACT/ORE				νο,		
(*)	A. THIS CHANGE ORDER IS ISS ITEM 10A.	UED PURSU	ANT TO: (Specify authority)	THE CHAN	IGES SET	FORTH IN ITEM 14 ARE MAD	DE IN TI	HE CONTRAC	T ORDER NO. IN
[]									
f 1	B. THE ABOVE NUMBERED CON date, etc.)SET FORTH IN ITEM 14					TIVE CHANGES (such as ch	anges ir	n paying office	, appropriation
[]	C. THIS SUPPLEMENTAL AGRE	EMENT IS E	TERED INTO PURSUANT T	O AUTHOR	RITY OF:				
[X]	D. OTHER (Specify type of modifi FAR 52.217-9 Option to Extend the		-,		······································			***************************************	
E. IMPOI	RTANT: Contractor [X] is not, [ed to sign this document and	return	copies to t	he issuing office.			
	RIPTION OF AMENDMENT/MODIFIC PAGE 2	CATION (Orga	anized by UCF section headii	ngs, includi	ng solicitati	on/contract subject matter wh	nere fea	sible.)	
15A. NAM	E AND TITLE OF SIGNER (Type or	print)		16A. NA	ME AND TI	TLE OF CONTRACTING OFF	ICER (ype or print)	
				Mic	hael A R	ichards, Contracting C	Officer		
15B. CON	TRACTOR/OFFEROR		15C. DATE SIGNED			TES OF AMERICA		16C, DA	TE SIGNED
				BY	la/Minhan	I A Dichards		27-Apr-2	2015
(Signature of person authorized to signature	gn)	1	5' -		I A Richards ure of Contracting Officer)			.010
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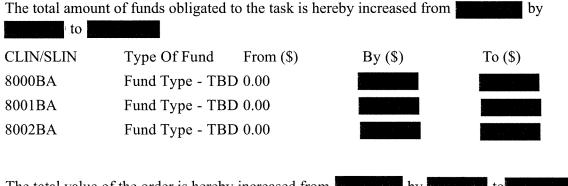
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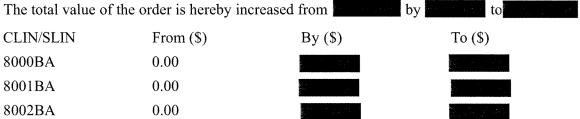
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## **GENERAL INFORMATION**

The purpose of this modification is to exercise and fully fund SLINs 8000BA, 8001BA, and 8002BA for Option Period 2 from 1 May 2015 to 30 April 2016. All other terms and conditions remain unchanged.

The Line of Accounting information is hereby changed as follows:





The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN From To

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# SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000						
5000AA	R425	2.1.1 Task 1 Graphical Design, Document Production and Magazine Layout IAW PWS (Fund Type - TBD)	12.0	MO	·	
5000BA	R425	2.1.1 Task 1 Graphical Design, Document Production and Magazine Layout IAW PWS (Fund Type - TBD)	12.0	MO		
5001						
5001AA	R425	2.1.2 Task 2 Writing, Proofreading/Editor and Editing IAW PWS (Fund Type - TBD)	12.0	MO	e Lu	
5001BA	R425	2.1.2 Task 2 Writing, Proofreading/Editor and Editing IAW PWS (Fund Type - TBD)	12.0	МО		
5002						A
5002AA	R425	2.1.3 Task 3 Project Management, Administration and Deliverable Logistics IAW PWS (Fund Type - TBD)	12.0	МО	e a de la propertie	
5002BA	R425	2.1.3 Task 3 Project Management, Administration and Deliverable Logistics IAW PWS (Fund Type - TBD)	12.0	MO		

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
Rentseteritigatesterenteringsomistigatessatistic						
5100		CDRLs - Base Year	1.0	LO		NSP
5101		CDRLs - Option Year 1	1.0	LO		NSP

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	D40E	2.1.1 Task 1 Graphical Design, Document Production and	12.0	мо		
8001 8001	K425	Magazine Layout IAW PWS (Fund Type - TBD)	12.0	MO		
8001BA	R425	2.1.2 Task 2 Writing, Proofreading/Editor and Editing IAW PWS (Fund Type - TBD)	12.0	МО		**************************************
8002						

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Item PSC Supplies/Services

Qty Unit

Unit Total Price Price

8002BA R425 2.1.3 Task 3 Project Management, Administration and Deliverable Logistics IAW PWS (Fund Type - TBD)

12.0 MO

Price

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
***************************************	***************************************		***************************************			
8100		CDRLs - Option Year 2	1.0	LO		NSP

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

## PERFORMANCE WORK STATEMENT (PWS)

#### **FOR**

## PROGRAM MANAGER FOR AMMUNTION (PM AMMO)

## AMMUNITION QUARTERLY MAGAZINE ANNUAL SUPPORT

- **1.0 Scope.** The scope of this effort is to provide editing, technical writing, graphics design, and document/print production support for the Ammunition *Quarterly* Magazine. *Ammunition Quarterly* is the Marine Corps' only periodical representation of Class V(W) ground ammunition items and will provide the Marine Corps with necessary information in matters related to conventional ammunition. The magazine enhances the technical knowledge and explosives safety stance of Marine Corps personnel involved with ammunition operations across the full range of military operations at all levels of leadership, and across multiple Military Occupational Specialties.
- 1.1 Background. PM Ammo is part Marine Corps Systems Command (MARCORSYSCOM / MCSC), a world-class acquisition organization. PM Ammo has the authority and responsibility for the total life cycle management (TLCM) of Marine Corps ground ammunition to support the needs of Marine Forces and serves as the Military Occupational Field Sponsor for the ammunition field, Military Occupational Specialty (MOS) 2311 and 2340. PM Ammo's wide range of responsibilities under one Program Manager is unique in that it provides the Marine Corps with a single point of visibility to assess the quality, quantity, positioning, and ammunition safety, while serving as the Marine Corps Class V(W) ground ammunition Inventory Control Point (ICP). The scope of responsibility requires a methodical path and articulated plan to support our Marines as well as external entities that require our assistance. Conventional ammunition current and future strategies as outlined in an internal Strategic Plan for 2012-2016 and the progression of the MARCOSYSCOM to a Competency Aligned Organization places great value on communicating from the strategic through the tactical level. A specific strategic objective is to create conditions that foster knowledge dominance and information sharing. Additionally, PM Ammo maintains numerous relationships with external and internal audiences. Communicating with diverse audiences requires the PM Ammunition organization speak with one voice and that all PM Ammo staff communicate in one coordinated image to reach the ultimate goal of "Equipping the Warfighter to Win."

## 2.0 General Requirements.

_All deliverables are to be submitted to the Contracting Officer's Representative (COR) and the COR is responsible for tracking and acceptance.

Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the United States Marine Corps via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.

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#### 2.1 Specific Requirements.

The contract requires the Contractor to provide support towards the design and layout of the *Ammunition Quarterly* magazine, a 15-30 page, full-color, 8.5 X 11 magazine printed on 100 lb gloss paper.

PM Ammo will arrange all Government printing requirements through the local Document Automation and Production Service (DAPS, now called DLA Document Services.) <a href="http://www.daps.dla.mil/dapsonline.html">http://www.daps.dla.mil/dapsonline.html</a>.

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform services associated with the United States Marine Corps, Program Manager for Ammunition (PM Ammo), *Ammunition Quarterly* Magazine Annual Support as defined in this PWS except for those items specified as government furnished information. The Contractor shall perform to the standards in this contract.

Past issues of the *Ammunition Quarterly* are available at the Program Manager, Ammunition, MARCORSYSCOM public Web site: <a href="http://www.marcorsyscom.usmc.mil/am/ammunition/Corporate_Center/Ammunition_Quarterly">http://www.marcorsyscom.usmc.mil/am/ammunition/Corporate_Center/Ammunition_Quarterly</a> /AMMO Qtr.asp

The contractor shall participate in teleconferences as required during each quarterly period of performance.

#### CDRL B001 REPORT, RECORD OF MEETING/MINUTES/MEETING MINUTES

2.1.1 <u>Graphical Design, Document Production, Magazine Layout</u>. The Contractor shall develop and establish a design and typographical appearance for each issue of the *Ammunition Quarterly*, incorporating Government-provided text, images, and data. Graphics will be clear, with no distortion and have the appearance similar to national professional publications.

Government Furnished Information (GFI). Government Content Package, Stories and articles will be provided by the Government in Microsoft Word 2010 document formats. Photographs will be provided as high resolution Joint Photographic Experts Group (JPEG) format. Graphics will be provided in Microsoft Word, Microsoft Excel or Microsoft PowerPoint, 2010 versions.

The Government will identify and provide initial captioning of photographs, images, charts, and data.

The Government will provide graphics of official logos as required.

Government information will be provided to the Contractor by either next business day morning delivery (FedEx/UPS), email, or both.

2.1.2 <u>Writing, Proofreading/Copy Editor and Editing</u>. The Contractor shall edit, proofread, and re-write Government-provided texts for publication in each issue of the *Ammunition Quarterly*. The Contractor shall conduct grammatical review to include: sentence structure, spelling, and punctuation.

## CDRL B002 PM AMMO QUARTERLY MAGAZINE

2.1.3 <u>Project Management, Administration and Deliverable Logistics</u>. The Contractor shall designate a single point-of-contact to coordinate and communicate with the Contracting Officer's Representative regarding schedule, quality, and submission of contract deliverables. The Contractor shall provide monthly status reports.

#### CDRL B003 MONTHLY STATUS REPORT

## 3.0 Facilities, Other Direct Charges (ODCs).

Work efforts in support of this task effort will be accomplished at the Contractor's facilities. This task will require the Contractor to provide facilities as well as a suitable infrastructure to manage program requirements throughout the course of performance to support the scope of activities. Such facilities are not reimbursed as ODCs. Laptops, cellular equipment/services, and other items of convenience are not reimbursable as ODCs.

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All Government printing requirements MUST be done by or through the local Document Automation and Production Service (DAPS, now called DLA Document Services) <a href="http://www.daps.dla.mil/dapsonline.html">http://www.daps.dla.mil/dapsonline.html</a>.

## 4.0. Security.

The information provided to the contractor will be unclassified and sensitive unclassified information. All contractor personnel requiring access to U.S. government sensitive Information and Data shall possess a completed background investigation (minimum of a NACI) for this Public Trust Position. The prime contractor and all sub-contractors (though the prime contractor) shall certify in writing to the Government that personnel supporting this contract are "Qualified U.S. contractors" per DoD Directive 5220.22-M Chapter 2. Qualified U.S. contractors are restricted to U.S. citizens, persons admitted lawfully into the United States for permanent residence, and are located in the United States. All personnel identified on the certification and/or supporting this contract shall be in compliance with Department of Defense, Department of the Navy, and Marine Corps Information and Personnel Security Policy to include completed background investigations (as required) prior to start. The Government shall assist the contractor in gaining access to Government agencies and installations related to the systems in question.

NOTE: Public Trust Position: To ensure reciprocity, contract trustworthiness determinations (NACI) will be completed by OPM and sent to the Department of the Navy, Central Adjudication Facility (DONCAF). The DoNCAF will forward a disk (containing the NACI results) to this command for a local risk determination. The local risk determination decision will be recorded on the INV FORM 79A and then returned to OPM for inclusion into the Central Verification System. Favorable trustworthy determinations will support public trust positions only. This scope of investigation does not meet the standards for clearance eligibility.

## 5.0 Exhibits/Attachments/Enclosures.

Exhibit B - CDRL(s) 1423

Attachment 1 - Notional Deliverables Schedule Sample / Deliverables Schedule

Attachment 2 - Performance Requirements Survey (PRS)

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# SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for this task order shall be conducted by the Government at Destination.

The following FAR clauses are hereby incorporated by reference into this task order:

FAR 52.246-2, "Inspection of Supplies -- Fixed Price" (AUG 1996).

FAR 52.246-4, "Inspection of Services -- Fixed Price" (AUG 1996).

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# SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

5000AA	5/1/2013 - 4/30/2014
5000BA	5/1/2014 - 4/30/2015
5001AA	5/1/2013 - 4/30/2014
5001BA	5/1/2014 - 4/30/2015
5002AA	5/1/2013 - 4/30/2014
5002BA	5/1/2014 - 4/30/2015
8000BA	5/1/2015 - 4/30/2016
8001BA	5/1/2015 - 4/30/2016
8002BA	5/1/2015 - 4/30/2016

## CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

5000AA	5/1/2013 - 4/30/2014
5000BA	5/1/2014 - 4/30/2015
5001AA	5/1/2013 - 4/30/2014
5001BA	5/1/2014 - 4/30/2015
5002AA	5/1/2013 - 4/30/2014
5002BA	5/1/2014 - 4/30/2015
8000BA	5/1/2015 - 4/30/2016
8001BA	5/1/2015 - 4/30/2016
8002BA	5/1/2015 - 4/30/2016

Services to be performed hereunder will be provided at the contractor's facility or Quantico, VA.

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## SECTION G CONTRACT ADMINISTRATION DATA

## (252,232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission
- of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov;and
- (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the ``Web Based Training'' link on the WAWF home page at https://wawf.eb.mil/.

- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

Invoice 2 in 1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC M67443

Issue By DoDAAC M67854

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Admin DoDAAC

M67854

Inspect By DoDAAC

M67854 with Extension ACSS

Ship To Code

Not Applicable

Ship From Code

Not Applicable

Mark For Code

Not Applicable

Service Approver (DoDAAC)

M67854 with Extension ACSS

Service Acceptor (DoDAAC)

M67854 with Extension ACSS

Accept at Other DoDAAC

Not Applicable

LPO DoDAAC

Not Applicable

DCAA Auditor DoDAAC

Not Applicable

Other DoDAAC(s)

Not Applicable

**Contract Number** 

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- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

#### david.denomy@umsc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

#### Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

## (End of clause)

Accounting Data

SLINID PR Number

Amount

5000AA M9545013RCH2502

067443 2D M95450 3RCH250224LZ

5001AA

M9545013RCH2502

AA 17311061A2A 251 67854

AA 17311061A2A 251 67854

067443 2D M95450 3RCH250224LZ

5002AA

M9545013RCH2502



LLA: AA 17311061A2A 251 67854

067443 2D M95450 3RCH250224LZ

BASE Funding Cumulative Funding

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MOD 01

5000BA M9545014RCH2C66

LLA :

AB 17411061A2A 251 67854 067443 2D M95450 4RCH2C6624LZ

5001BA M9545014RCH2C66

LLA :

AB 17411061A2A 251 67854 067443 2D M95450 4RCH2C6624LZ

5002BA M9545014RCH2C66

LLA :

AB 17411061A2A 251 67854 067443 2D M95450 4RCH2C6624LZ

MOD 01 Funding
Cumulative Funding

MOD 02

8000BA M9545015RCH2A58

LLA :

AC 17511061A2A 252 67854 067443 2D M95450 5RCH2A5824LZ

8001BA M9545015RCH2A58

LLA :

AC 17511061A2A 252 67854 067443 2D M95450 5RCH2A5824LZ

8002BA M9545015RCH2A58

LLA:

AC 17511061A2A 252 67854 067443 2D M95450 5RCH2A5824LZ

MOD 02 Funding
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

## SECTION H. SPECIAL CONTRACT PROVISIONS.

## H.1 Contracting Officer's Representative (COR)

The Contracting Officer has designated a Contracting Officer's Representative in accordance with DFARS 201.602-2 (2). The COR is not authorized to negotiate changes, direct the contractor, or obligate the Government. The COR for this task order is:

DAVID DENOMY 703-432-8787 david.denomy@usmc.mil

All Contract Data Requirements List (CDRL) deliverables are to be submitted to the COR, and the COR is responsible for tracking and acceptance.

## H. 2 Identification of Contractor Employees

Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

## H.3 Organizational Conflict of Interest (OCI)

<u>Limitation of Future Contracting</u>. The Contracting Officer has determined that this acquisition may give rise to a potential conflict of interest. Prospective Offerors should read FAR Subpart 9.5 -- Organizational and Consultant Conflicts of Interest. This task may involve systems engineering and technical direction for the **PM AMMO** program that will preclude Contractor involvement in future efforts. The restrictions upon future contracting are as follows:

• If the Contractor, under the terms of this task order, or through the performance of tasks pursuant to this task order, is required to provide systems engineering and technical direction for a system or helps to develop specifications or statements of work to be used in a competitive acquisition, the Contractor shall be ineligible to supply the system or major components of the system as a prime Contractor and shall be precluded from being a Subcontractor or consultant to a supplier of the system or any of its major components under an ensuing Government contract. This restriction shall remain in effect for a reasonable time, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract).

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect the data from unauthorized use and disclosure and agrees not to use it to compete with those other companies.

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.
- (b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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(d)

- (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.
- (g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.
- (h) If the contactor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.
- (i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).
- (j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise

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the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

- (1) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contactor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

## **H.4 Contractor Support Public Trust Determinations**

Per Marine Corps Systems Command Policy Letter 1-09, all Contractor support that require a CAC are required to submit a Standard Form 85P, "Questionnaire for Public Trust Positions," and two copies of DD Form 258 "Applicant Fingerprint Card" to the Command's Security Program office along with a personnel roster of submissions and an addressed Federal Express container addressed to OPM, 1137 Branchton Road, Box 618, Boyers, PA 16018.

The Contractor is responsible for determining when adjudications have been entered by reviewing the notification status of their respective personnel. Once this has been completed, the Contractor may request the issuance of the CAC using the Contract Verification System (CVS) procedures. However, if issues are discovered, the Department of the Navy, Central Adjudication Facility (DONCAF) will place a "No Determination Made" in the Joint Personnel Adjudication System (JPAS) and forward the investigation to the submitting office for the Government to adjudicate.

#### H. 5 Substitution of Key Personnel

a. Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed herein, who are necessary to fill the requirements of the task order.

Key Personnel			
Project Manager	Michael Ratliff		
Graphic Design Lead	D. Craig Thoburn		
Editorial Lead	Ann Hennigan		

- b. The contractor shall assign to this task order those people identified as key personnel and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.
- c. Guidance on Substitutions. All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.
- d. Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

## **H.6 Post Award Conference**

Within 30 days of the start of performance, the awardee shall organize a Post Award Conference to be attended by the Contracting Officer, COR and contractor personnel to reconcile performance requirements including: detailed WBS, 30-day staffing plan, use of team members/subcontractors, security requirements, funding and management of funds, and quality control measures in response to the Performance Requirements Survey (PRS).

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## SECTION I CONTRACT CLAUSES

## 09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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# SECTION J LIST OF ATTACHMENTS

Exhibit A DD Form 1423

Attachment 1 Notional Deliverables

Attachment 2 PRS

Attachment 3 - Sample PM AMMO Articles